

1 BILL NO. S-83-09-11

2 SPECIAL ORDINANCE NO. S-194-83

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Gaines Construction Company,  
7 Incorporated, for Res. #5978-83,  
8 Pontiac Place Neighborhood, Phase  
9 II.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
11 OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. The annexed Contract, made a part hereof,  
13 by the City of Fort Wayne by and through its Board of Public  
14 Works and Gaines Construction Company, Incorporated, for Res.  
15 #5978-83, Pontiac Place Neighborhood, Phase II, is hereby ratified,  
16 and affirmed and approved in all respects. The work under said  
17 Contract requires:

18 improvement of curbs, sidewalks, wingwalks,  
19 and drive approaches within the limits of  
20 the following streets:

21 Central - from Pontiac to Colerick

22 Euclid - from Pontiac to Colerick

23 In addition, the following streets shall be  
24 designated as Alternates to be decided upon  
25 following acceptance of successful bidder:

26 McKee Street - from Central to Anthony

27 Colerick - from Anthony to Alexander

28 This area shall also be known as Pontiac  
29 Place Neighborhood, Phase II;

30 the Contract price is Sixty-Seven Thousand Four Hundred Forty-  
31 Eight and 25/100 Dollars (\$67,448.25).

32 SECTION 2. Prior Approval was received from Council  
33 with respect to this Contract on May 24, 1983. Two (2) copies  
of the Contract attached hereto are on file with the City Clerk,  
and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

31 APPROVED AS TO FORM  
32 AND LEGALITY

33 Samuel J. Talarico  
Councilmember

Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico, seconded by Stew, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 9-13-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stew, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(~~APPROPRIATION~~) ORDINANCE

(~~RESOLUTION~~) NO. 1-194-83

on the 27th day of September, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy  
CITY CLERK

Ray A. E. E. E. E.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept., 1983, at the hour of 11:30 o'clock 7 M., E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 30th day of September 1983, at the hour of 12 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



CONTRACT

This Agreement, made and entered into this 10 day of August, 1983

by and between GAINES CONSTRUCTION COMPANY, INC.  
217 W. Washington Center Road, Fort Wayne, Indiana

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets: CENTRAL - From Pontiac to Colerick, EUCLID - From Pontiac to Colerick. In addition, the following Alternate street shall be included: McKee Street - From Central to Anthony Also included will be Alternate III, Catch Basins & Inlet.

This area shall also be known as PONTIAC PLACE NEIGHBORHOOD, PHASE II.

by grading and paving the roadway to a width of XX feet with XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5978-83 attached hereto and by reference made a part hereof.

At the following prices:

Curb Removal	One dollar and fifty cents per lineal foot	1.50
New Curb, Type II-B	Eight dollars and no cents per lineal foot	8.00
Concrete Removal	Two dollars and thirty cents per square yard	2.30
New 4" Sidewalk	One dollar and forty cents per square foot	1.40
New Corner Wingwalk (Incl. Ramps)	One dollar and seventy-five cents per square foot	1.75
New 6" Drive	Seventeen dollars and no cents per square yard	17.00
New 8" Alley		0.00
New 9" Concrete Recessed 2"	Eighteen dollars and no cents per square yard	18.00
Asphalt Patching	No dollars and ten cents per lineal foot	0.10
Seed	No dollars and eighty-five cents per square yard	0.85
Topsoil	No dollars and ten cents per ton	0.10
2" Conduit	One dollar and no cents per lineal foot	1.00



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5978-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally  
\*See Liquidated Damages Provision

and in all respects completed on or before \* Sept. 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said Date

                    , 19     until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 18

day of August, 1983

ATTEST:

Daniel Gaines  
Corporate Secretary

GAINES CONSTRUCTION CO., INC.

BY: Henry Gaines

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
Bruce R. Collins

ATTEST:

[Signature]  
Secretary and Clerk

[Signature]  
Its Board of Public Works and Mayor.



TOTAL BASE ESTIMATE	Forty-five thousand, nine hundred and fifty-one dollars and fifty cents	\$45,951.50
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ALTERNATE I (McKee Street)

Curb Removal	Two dollars and no cents per lineal foot	2.00
Concrete Removal	Two dollars and twenty cents per square yard	2.20
Common Excavation	Twelve dollars and no cents per cubic yard	12.00
New 2' Curbface Walk	Two dollars and seventy-five cents per square foot	2.75
New 4" Sidewalk	One dollar and forty-five cents per square foot	1.45
New 6" Drive	Seventeen dollars and no cents per square yard	17.00
Tree Removal	One hundred and eighty dollars and no cents per each	180.00
Topsoil	One dollar and no cents per ton	1.00
Seed	One dollar and no cents per square yard	1.00
Asphalt Patching	No dollars and ten cents per lineal foot	0.10

ALTERNATE I TOTAL	Ten thousand, forty-six dollars and seventy-five cents	\$10,046.75
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ALTERNATE III

New C.B.'s In Place	Twelve hundred dollars and no cents per each	1,200.00
New Inlet In Place	Six hundred and fifty dollars and no cents per each	650.00

ALTERNATE III TOTAL	Eleven thousand, four hundred and fifty dollars and no cents	\$11,450.00
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GRAND TOTAL	Sixty-seven thousand, four hundred and forty-eight dollars and twenty-five cents	\$67,448.25
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The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Section 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,



- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.



15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."



FOR CURB AND SIDEWALK

No. 5978 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
that it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches  
in the limits of the following streets:

CENTRAL - From Pontiac to Colerick

EUCLID - From Pontiac to Colerick

In addition, the following streets shall be designated as Alternates to be decided upon  
following acceptance of successful bidder:

MC KEE STREET - From Central to Anthony

COLERICK - From Anthony to Alexander

area shall also be known as PONTIAC PLACE NEIGHBORHOOD. PHASE II.

in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
shall be to the general public of the City of Fort Wayne and that no special benefits  
shall accrue to any property owner adjoining said improvement or otherwise assessable  
by said improvement. The cost of said improvement shall be paid by Community De-  
velopment & Planning.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:  
Secretary & Clerk  
BOARD OF PUBLIC WORKS:



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- GAINES CONSTRUCTION COMPANY, INC. -----  
(Name of Contractor)

----- 217 W. Washington Center Road, Fort Wayne, Indiana -----  
(Address)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and State Auto Mutual Insurance Co. Columbus, Ohio  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIXTY-SEVEN THOUSAND, FOUR HUNDRED AND FORTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 10 day of August, 19 83, for the construction of:

Improvement Resolution No. 5978-83

To improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

CENTRAL - From Pontiac to Colerick  
EUCLID - From Pontiac to Colerick

In addition, the following Alternate street shall be included:

McKee Street (From Central to Anthony)

Also included will be Alternate III, Catch Basins & Inlet.

This area shall also be known as PONTIAC PLACE NEIGHBORHOOD, PHASE II.

at a cost of SIXTY-SEVEN THOUSAND, FOUR HUNDRED AND FORTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS -----  
(\$ 67,448.25-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three counter-  
(number)  
parts, each one of which shall be deemed an original, this 2 day of  
Aug., 19 83.

(SEAL)

ATTEST:

Donald Gaines  
(Principal) Secretary

Carol D. Bentler  
Witness as to Principal

1666 Spy Run Ave.

(Address)

Fort Wayne, Indiana

Carol D. Bentler  
Witness as to Surety

1666 Spy Run Ave.

(Address)

Fort Wayne, Indiana

GAINES CONSTRUCTION CO., INC.

Principal

BY Henry Gaines  
Pres.  
(Title)

217 W. Washington Center Rd.

Fort Wayne, Indiana  
(Address)

State Auto Mutual Insurance Co.

Surety

BY Eileen Fawcett  
Attorney-in-Fact Eileen Fawcett  
(Authorized Agent)

1666 Spy Run Ave.

Fort Wayne, Indiana

(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY



CERTIFIED COPY

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint.....

Leland Smith, Lynn B. Smith, Eileen Favory

of Ft. Wayne and State of Indiana EACH  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit:  
any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed One Million Dollars (\$1,000,000.00) in amount

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) said officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer and any Assistant Treasurer, shall have power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 7th day of December, 1982

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY.



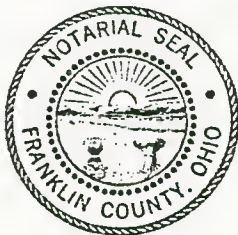
By Richard J. Wiggley  
Richard J. Wiggley - Vice President  
Norman G. Moun - Vice President



STATE OF OHIO  
COUNTY OF FRANKLIN, } ss:

On this 7th day of December, A.D., 1982, before me personally came  
Richard J. Ridgley and Norman G. Moun, to me known, who being  
duly sworn, did depose and say that they are the Vice President and Vice President

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company  
described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed  
to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company  
and that they signed their names, respectively, by like order.



*Larry H. Dowl*  
Larry H. Dowl Notary Public.  
My Commission expires 2/9/85

#### CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do  
hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The  
Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 2 day of Aug. 1983



*Larry H. Dowl*  
Larry H. Dowl Assistant Secretary



## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we GAINES CONSTRUCTION CO., INC.  
as Principal, and the State Auto Mutual Insurance Co., Columbus, Ohio

\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ Ohio \_\_\_\_\_, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of SIXTY-SEVEN THOUSAND, FOUR HUNDRED AND FORTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS -----  
(\$ 67,448.25-----), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 10 day of August, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5978-83

To improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

CENTRAL - From Pontiac to Colerick  
EUCLID - From Pontiac to Colerick

In addition, the following Alternate street shall be included:

McKee Street (From Central to Anthony)

Also included will be Alternate III, Catch Basins & Inlet.

This area shall also be known as PONTIAC PLACE NEIGHBORHOOD, PHASE II.

at a cost of \$ 67,448.25-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change; extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

GAINES CONSTRUCTION COMPANY, INC.  
(Contractor)

BY: Henry Yarnish

ITS: Pres.

ATTEST:

Donald Daines  
Sec.  
(Title)

State Auto Mutual Insurance Co.  
Surety

\*BY: Eileen Fawcett  
Authorized Agent Eileen Fawcett  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached



BILL NO. S-83-09-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and  
through its Board of Public Works and Gaines Construction Company,  
Incorporated, for RES. #5978-83, Pontiac Place Neighborhood, Phase II

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

*Samuel J. Talarico*

*Victure Scruggs*

*Mark E. Giaquinta*

*Paul M. Burns*

*R. J. Schomburg*

*Sandra E. Kennedy*

*Concurred in 9-27-83*



TITLE OF ORDINANCE Contract for Res. 5978-83, Pontiac Place Neighborhood, Phase II  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works J-83-09-11  
SYNOPSIS OF ORDINANCE Res. 5978-83 is for improvement of curbs, sidewalks, wingwalks,

and drive approaches within the limits of the following streets:

Central - from Pontiac to Colerick

Euclid - from Pontiac to Colerick

In addition, the following streets shall be designated as Alternates to be decided  
upon following acceptance of successful bidder:

McKee Street - From Central to Anthony

Colerick - From Anthony to Alexander

This area shall also be known as Pontiac Place Neighborhood, Phase

Gaines Construction Co., Inc. is the Contractor.

PRIOR APPROVAL RECEIVED 5/24/83 -

EFFECT OF PASSAGE Improvement of Pontiac Place Neighborhood, Phase II

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$67,448.25

ASSIGNED TO COMMITTEE \_\_\_\_\_